

<p>Attorney or Party Name, Address, Telephone &amp; FAX Nos., State Bar No. &amp; Email Address</p> <p>LEWIS BRISBOIS BISGAARD &amp; SMITH LLP AMY L. GOLDMAN, SB#: 134088 E-Mail: Amy.Goldman@lewisbrisbois.com AVIRAM E. MUHTAR, SB#: 260728 E-mail: Aviram.Muhtar@lewisbrisbois.com MARIA L. GARCIA, SB#: 276135 E-Mail: Maria.L.Garcia@lewisbrisbois.com 633 West 5th Street, Suite 4000 Los Angeles, California 90071 Telephone: 213.250.1800 Facsimile: 213.250.7900</p> <p><input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: KARL T. ANDERSON, Chapter 7 Trustee</p>		<p>FOR COURT USE ONLY</p>	
<p><b>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - RIVERSIDE DIVISION</b></p>			
<p>In re:</p> <p>CHRISTOPHER BACHMAN AND ANGELICA BACHMAN,</p> <p>Debtor(s).</p>		<p>CASE NO.: 6:20-bk-15860-MH CHAPTER: 7</p> <p><b>NOTICE OF SALE OF ESTATE PROPERTY</b></p>	

<b>Sale Date:</b> 01/12/2022	<b>Time:</b> 11:00 am
<b>Location:</b> Courtroom 301, 3420 Twelfth Street, Riverside, CA 92501	

**Type of Sale:** ☒ Public ☐ Private

**Last date to file objections: 12/29/2021**

**Description of property to be sold:**  
Please see Attachment 1 to this Notice

**Terms and conditions of sale:**  
Please see Attachment 1 to this Notice

**Proposed sale price:** \$ 28,500.00 subject to overbid

**Overbid procedure (*if any*):**

Please see Attachment 1 to this Notice

**If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:**

Hearing:

Date: January 12, 2022

Time: 11:00 AM

Location: United States Bankruptcy Court, Central District of California, Riverside Division, Courtroom 301, 3420 Twelfth Street, Riverside, CA 92501

**Contact person for potential bidders (*include name, address, telephone, fax and/or email address*):**

LEWIS BRISBOIS BISGAARD & SMITH LLP

Attn. Maria L. Garcia, Esq.

E-Mail: [Maria.L.Garcia@lewisbrisbois.com](mailto:Maria.L.Garcia@lewisbrisbois.com)

633 West 5th Street, Suite 4000

Los Angeles, California 90071

Telephone: 213.250.1800

Facsimile: 213.250.7900

Date: 12/22/2021

*Attachment 1*

**A. Description of the Property and Terms and Conditions of Sale:**

1. Karl T. Anderson, the duly appointed, qualified and acting Chapter 7 Trustee (the “Trustee” or “Movant”) for the bankruptcy estate of the debtors Christopher Bachman and Angelica Bachman (the “Debtors”) in the above-captioned bankruptcy case, has filed a motion (the “Motion”) concurrently with this Notice for an order, pursuant to sections 105, 363(b), (f) and (m) and 328(a) of Title 11 of the United States Code, 11 U.S.C. (the “Bankruptcy Code”), Federal Rules of Bankruptcy Procedure (“Bankruptcy Rule”) 2002 and 6004, and Local Bankruptcy Rules (“LBR”) 2002-1, 6004-1 and 9013-1, authorizing the Trustee to sell the bankruptcy estate’s interest in certain vacant land situated in the County of Riverside, State of California, described as:

THE SOUTHWEST QUARTER OF THE NORTH ONE-HALF OF THE WEST ONE-HALF OF THE SOUTH ONE-HALF OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SAN BERNARDINO BASE AND MERIDIAN.

EXCEPTING THEREFROM ALL MINERAL LANDS AS RESERVED IN PATENTS FROM THE UNITED STATES OF AMERICA RECORDED JULY 31, 1905 IN BOOK 3 PAGE 228 OF PATENTS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

(the “Property” or “Vacant Land”).<sup>1</sup>

2. The proposed sale provides for the sale of the Property in *as is* condition, with no expressed and/or implied warranties, for all cash in the sum of \$28,500.00 (the “Purchase Price”) to USA Investment Associates, Inc. (the “Buyer”) subject to overbid and the Bankruptcy Court’s approval. The terms and conditions of the proposed sale are memorialized in the sales documents (collectively, the “Purchase Agreement”) attached as **Exhibit “3”** to the Trustee Declaration annexed to the Motion. The Trustee is informed the deposit in the sum of \$2,500.00 (the “Earnest Money Deposit”) has been tendered to the escrow company Ambergate Escrow Inc. If the Buyer is not the successful purchaser or if the sale to the Buyer is not approved by the Bankruptcy Court, the Earnest Money Deposit will be fully refunded to the Buyer. However, if the Buyer is the successful purchaser but fails to close, the Earnest Money Deposit becomes non-refundable.
3. Additionally, **(i)** there are no contingencies save and except that the sale is subject to overbid and the Bankruptcy Court’s approval; **(ii)** the Trustee believes any tax

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<sup>1</sup> The Assessor’s Parcel No. (“APN”) of the Property is known as 671-180-029. The Preliminary Report prepared by First American Title Company attached as **Exhibit “1”** to the Declaration of the Trustee (the “Trustee Declaration”) annexed to the Motion identifies the APN of the Property as 671-180-029 whereas the Grant Deed transferring the Property to the Debtors attached as **Exhibit “2”** to the Trustee Declaration identifies the APN as 671-180-029-8.

liability to the bankruptcy estate as a result of the sale will be nominal if any; and  
(ii) there are no known liens, claims, encumbrances or interests against the Property except for certain property taxes secured against the Property.

4. By the Motion, the Trustee seeks an order:
  - a. granting the Motion in its entirety;
  - b. authorizing the Trustee to sell the Property to the Buyer or the winning bidder pursuant to 11 U.S.C. § 363(b) and in accordance with the Motion, the Memorandum of Points and Authorities annexed to the Motion and the Purchase Agreement;
  - c. approving the terms and conditions of the sale of the Property set forth in the Motion, the Memorandum of Points and Authorities and the Purchase Agreement;
  - d. approving the proposed overbid procedure as set forth in the Motion and the Memorandum of Points and Authorities;
  - e. authorizing the Trustee to sell the Property free and clear of all claims, liens, encumbrances and interests pursuant to 11 U.S.C. § 363(f);
  - f. finding that the successful purchaser is a good faith purchaser within the meaning of 11 U.S.C. § 363(m) and entitled to 11 U.S.C. § 363(m) protection;
  - g. authorizing the Trustee to pay through escrow from the gross sale proceeds upon the close of the sale the costs of sale, including without limitation, all usual and customary costs of sale, ordinary escrow closing costs and escrow charges to Ambergate Escrow Inc., title charges, a Natural Hazard Report Fee: MyNHD, Archive Fee: Ambergate Escrow, unpaid real property taxes and assessments and unsecured property taxes, the real estate brokers' commission at a rate of ten percent (10%) of the Purchase Price to be split 50/50 between the bankruptcy estate's broker Barbara Dunn of Libby's Realty (the "Broker") and the Buyer's brokerage firm J C Investment Consulting Inc., and the flat fee of \$350.00 to Richard A. Halderman, Jr. of Lido Pacific Asset Management ("Lido Pacific");
  - h. waiving the 14-day stay under Bankruptcy Rule 6004(h);
  - i. authorizing the Trustee to execute any and all documents and/or take any and all action to effectuate and consummate the sale of the Property;
  - j. approving the form and manner of notice provided by the Trustee; and
  - k. granting all other appropriate relief as the Bankruptcy Court deems proper.

**B. Overbid Procedure:**

1. Any party wishing to participate in the overbid process must notify the Trustee or the Trustee's professionals of his/her/its intention to do so and evidence of ability to fund and to close the sale no later than three (3) business days before the hearing on the Motion.
2. The Buyer is entitled to overbid. Each party participating in the overbid process (except for the Buyer whose Earnest Money Deposit was paid) must remit to the Trustee, prior to the hearing on the Motion, a deposit in the form of a cashier's check or money order made payable to the Trustee, solely in his capacity as Chapter 7 Trustee, in the amount of \$2,500.00. The deposit shall not be refundable if such

party is the successful bidder and is thereafter unable to complete the purchase of the Property per the terms of the proposed sale after entry of an order approving the Motion.

3. Each party or his/her/its authorized representative (including the Buyer) must be present telephonically at the hearing on the Motion in order to participate in the overbid process. Any initial overbid for the Property must be in an amount not less than \$29,000.00 (i.e., \$500.00 more than the Purchase Price). Subsequent minimum bid increments shall be set at not less than \$500.00. Any party participating in the overbid process shall not be precluded from continuing to make bids after initially passing his/her/its turn or turns to overbid.
4. The successful bidder must pay the full amount of the successful bid to the Trustee within fifteen (15) calendar days after the entry of an order granting the Motion. In the event that the Buyer is not the successful bidder of the Property, the successful bidder shall then become the buyer under the same terms and conditions as set forth in the Purchase Agreement and shall waive all contingencies regarding the purchase of the Property.
5. If the successful bidder cannot deliver the balance of the overbid sale price within fifteen (15) calendar days after the entry of an order granting the Motion, the Trustee shall be authorized to accept the offer made by the next highest bidder and the successful bidder's deposit shall be non-refundable.
6. In the event the Bankruptcy Court enters an order that authorizes the sale to another bidder and the Buyer is not a backup bidder, the Trustee shall refund the entire Earnest Money Deposit to the Buyer within ten (10) calendar days following entry of such order of the Bankruptcy Court. In the event the backup bidder cannot deliver the balance of the overbid sale price within fifteen (15) calendar days after written notice from the Trustee, the backup bidder's deposit shall be non-refundable.
7. In the event the Buyer is not the winning bid but is the backup bidder, the Trustee shall refund the entire Earnest Money Deposit to the Buyer only if the sale closes to the winning bidder and within ten (10) calendar days following such closing.

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:  
633 West 5th Street, Suite 4000, Los Angeles, California 90071

A true and correct copy of the foregoing document entitled: **NOTICE OF SALE OF ESTATE PROPERTY** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On *(date)* 12/22/2021, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:**

On *(date)* 12/22/2021, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on *(date)* \_\_\_\_\_, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

12/22/2021  
*Date*

Marion Diamond  
*Printed Name*

/s/Marion Diamond  
*Signature*

**ATTACHMENT TO PROOF OF SERVICE OF DOCUMENT**

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):**

- **Karl T Anderson (TR)** 2edansie@gmail.com, kanderson@ecf.axosfs.com
- **Karen Borgmann** Karen.borgmann@jcap.com
- **Maria L Garcia** Maria.L.Garcia@lewisbrisbois.com, Nancy.jasso@lewisbrisbois.com
- **Amy L Goldman** Amy.Goldman@lewisbrisbois.com
- **Debtors' Counsel...Christopher Hewitt** hewittesq@yahoo.com
- **Sheryl K Ith** sith@cookseylaw.com, sith@ecf.courtdrive.com
- **Valerie Smith** claims@recoverycorp.com
- **United States Trustee (RS)** ustregion16.rs.ecf@usdoj.gov

**2. SERVED BY UNITED STATES MAIL, FIRST CLASS, POSTAGE PREPAID:**

**DEBTORS:**

Christopher Bachman  
81295 Palmyra Avenue  
Indio, CA 92201

**(service attempted – mail returned)**

Christopher Bachman  
53720 Sapphire Lane  
Coachella, CA 92236

Christopher Bachman  
52730 Sapphire Lane  
Coachella, CA 92236

Angelica Bachman  
53720 Sapphire Lane  
Coachella, CA 92236

Angelica Bachman  
52730 Sapphire Lane  
Coachella, CA 92236

**DEBTORS' COUNSEL:**

Christopher Hewitt  
Law Office of Christopher Hewitt  
74361 Highway 111, Suite 7  
Palm Desert, CA 92260

**LIBBY'S REALTY:**

Barbara Dunn of Libby's Realty  
73389 Twentynine Palms Hwy  
Twentynine Palms, CA 92277

**LIDO PACIFIC ASSET MANAGEMENT:**

Lido Pacific Asset Management  
c/o Richard A. Halderman, Jr.  
3857 Birch Street, Suite 480  
Newport Beach, CA 92660

**CHAPTER 7 TRUSTEE:**

Karl T Anderson  
340 South Farrell Drive, Suite A210  
Palm Springs, CA 92262

**U.S. TRUSTEE**

United States Trustee (RS)  
3801 University Avenue, Suite 720  
Riverside, CA 92501-3200

**THE HONORABLE MARK D. HOULE:**

United States Bankruptcy Court  
Riverside Division  
3420 Twelfth Street, Suite 325  
Riverside, CA 92501

**Bonaventure Fund I, LLC**

Attn: Jennifer Chen  
606 N. First Street  
San Jose, CA 95112

**BUYER'S BROKERAGE FIRM**

J C Investment Consulting, Inc.  
Attn: Jennifer Chen  
606 N. First Street  
San Jose, CA 95112



**PROPOSED BUYER**

USA Investment Associates, Inc.  
Attn: Jennifer Chen  
606 N. First Street  
San Jose, CA 95112

**RIVERSIDE COUNTY TAX  
COLLECTOR**

Attn: Tax Sale, Valerie Diaz  
4080 Lemon Street  
Riverside, CA 92501

**LIST OF CREDITORS:**

American Express National Bank  
c/o Becket and Lee LLP  
P.O. Box 3001  
Malvern, PA 19355-0701

Amex  
Correspondence/Bankruptcy  
P.O. Box 981540  
El Paso, TX 79998

Barclays Bank Delaware  
Attn: Bankruptcy  
P.O. Box 8801  
Wilmington, DE 19899

Bruce Wigtion  
311 West Front Street  
Mount Morris, IL 61054

Capital One  
Attn: Bankruptcy  
P.O. Box 30285  
Salt Lake City, UT 84130

Capital One Bank (USA), N.A.  
by American InfoSource as agent  
P.O. Box 71083  
Charlotte, NC 28272-1083

Citibank North America  
Citibank SD MC 425  
5800 South Corp Place  
Sioux Falls, SD 57108

Credit Service of Oregon  
Attn: Bankruptcy Department  
P.O. Box 1208  
Roseburg, OR 97470

CW Nexus Credit Card Holdings 1, LLC  
Resurgent Capital Services  
P.O. Box 10368  
Greenville, SC 29603-0368

Department Store National Bank/Macy's  
Attn: Bankruptcy  
9111 Duke Boulevard  
Mason, OH 45040

Department Stores National Bank  
c/o Quantum3 Group LLC  
P.O. Box 657  
Kirkland, WA 98083-0657

Discover Financial  
Attn: Bankruptcy  
P.O. Box 3025  
New Albany, OH 43054

Discover Bank  
Discover Products Inc.  
P.O. Box 3025  
New Albany, OH 43054-3025

DSNB Macy's  
Citibank  
1000 Technology Drive MS 777  
O'Fallon, MO 63368-2222

Ford Motor Credit  
National Bankruptcy Service Center  
P.O. Box 62180  
Colorado Springs, CO 80962

Ford Motor Credit Company  
P.O. Box 62180  
Colorado Springs, CO 80962-2180



Ford Motor Credit  
P.O. Box 58200  
Omaha, NE 68154

Kohls/Capital One  
Attn: Credit Administrator  
P.O. Box 3043  
Milwaukee, WI 53201

LVNV Funding, LLC  
Resurgent Capital Services  
P.O. Box 10587  
Greenville, SC 29603-0587

Landmark Collection Services Inc.  
1647 Willow Pass Road, # 246  
Concord, CA 94520

Merrick Bank/CardWorks  
Attn: Bankruptcy  
P.O. Box 9201  
Old Bethpage, NY 11804

PennyMac Loan Services, LLC  
Attn: Correspondence Unit  
P.O. Box 514387  
Los Angeles, CA 90051

Portfolio Recovery Associates LLC  
P.O. Box 41067  
Norfolk, VA 23541-1067

Portfolio Recovery  
Attn: Bankruptcy  
120 Corporate Boulevard  
Norfolk, VA 23502

Portfolio Recovery Associates, LLC  
c/o Best Buy  
P.O. Box 41067  
Norfolk, VA 23541

Portfolio Recovery Associates, LLC  
c/o Newegg  
P.O. Box 41067  
Norfolk, VA 23541

Portfolio Recovery Associates, LLC  
c/o Sears  
P.O. Box 41067  
Norfolk, VA 23541

Portfolio Recovery Associates, LLC  
c/o Discount Tire  
P.O. Box 41067  
Norfolk, VA 23541

Portfolio Recovery Associates, LLC  
c/o Synchrony Bank  
P.O. Box 41067  
Norfolk, VA 23541

Portfolio Recovery Associates, LLC  
c/o Wal-Mart  
P.O. Box 41067  
Norfolk, VA 23541

Quantum3 Group LLC as agent for  
Crown Asset Management LLC  
P.O. Box 788  
Kirkland, WA 98083-0788

Quantum3 Group LLC as agent for  
Credit Corp Solutions Inc.  
P.O. Box 788  
Kirkland, WA 98083-0788

Syncb/PPC  
Attn: Bankruptcy  
P.O. Box 965060  
Orlando, FL 32896

Synchrony Bank/Lowes  
Attn: Bankruptcy  
P.O. Box 965060  
Orlando, FL 32896

Synchrony Bank  
c/o PRA Receivables Management, LLC  
P.O. Box 41021  
Norfolk, VA 23541-1021

Verizon  
by American InfoSource as agent  
P.O. Box 4457  
Houston, TX 77210-4457

Ygrene  
815 5th Street  
Santa Rosa, CA 95404  
**Mail Undelivered – Mail Return**

Jefferson Capital Systems LLC  
P.O. Box 7999  
Saint Cloud, MN 56302

Jefferson Capital Systems LLC  
P.O. Box 7999  
Saint Cloud, MN 56302-7999

Jefferson Capital Systems LLC  
P.O. Box 7999  
Saint Cloud, MN 56302-9617